# 10 FAM 020
# ACCIDENT AND SICKNESS PROGRAM FOR EXCHANGES (ASPE)

*(TL:PEC-01; 10-01-1999)*

## 10 FAM 021 POLICY, SCOPE AND AUTHORITY

### 10 FAM 021.1 Policy

*(TL:PEC-01; 10-01-1999)*

a. It is the policy of the Department of State to maintain a system that will provide limited accident and sickness insurance for participants in programs sponsored by the Bureau of Educational and Cultural Affairs (ECA).

b. The Bureau's Accident and Sickness Program for Exchanges (ASPE) provides for the treatment of illnesses and medical emergencies. It is not for long-term treatment or convalescence. An exchange participant requiring extensive treatment or convalescence ordinarily will be returned to his or her home country for treatment as soon as the attending physician indicates the patient's condition has stabilized and the patient can be released for travel.

### 10 FAM 021.2 Definitions

*(TL:PEC-01; 10-01-1999)*

a. **Injury** is an accidental bodily injury sustained and requiring medical treatment.

b. **Sickness** is a sickness, illness, or disease requiring medical treatment.

c. **Hospital** is a legally constituted and lawfully operated hospital which accepts registered in-patients.

d. **Physician** is a professionally qualified individual duly licensed to practice medicine (including but not limited to surgery, dentistry, and ophthalmology) in the State or country in which he or she resides or practices. The attending physician cannot be a member of the covered person's immediate family or anyone who lives with the covered person.

## 10 FAM 021.3 Authority

*(TL:PEC-01; 10-01-1999)*

Fulbright-Hays Act, see 1 FAM 046.5

# 10 FAM 022 INSURANCE BENEFITS

## 10 FAM 022.1 Accident and Sickness Medical Expenses

*(TL:PEC-01; 10-01-1999)*

a. ASPE will pay for the expenses actually incurred by an exchange participant over and above the first twenty-five dollars ($25.00) when injury or sickness requires the following:

(1) Treatment by a physician;

(2) Confinement within an infirmary or a legally constituted hospital;

(3) Employment of a qualified nurse;

(4) X-ray examination;

(5) Use of ambulance or therapeutic services;

(6) Laboratory services, supplies or medicines deemed necessary by the attending doctor;

(7) Dental care for the emergency alleviation of pain and including cosmetic dentistry, false teeth and bridgework when necessitated by injury to the participant;

(8) The replacement of eyeglasses, contact lenses, and/or glass eye when broken as the result of an accidental injury; and

(9) Treatment for pregnancy, including resulting childbirth or miscarriage or any complication of pregnancy, during the period of the participant's coverage.

b. ASPE will pay expenses of medical treatment for conditions other than pregnancy during the ensuing 52 weeks from the date of the accident or the commencement of the sickness not to exceed $50,000.00 in the aggregate, as the result of any one injury or sickness. Medical claims payments are made only for usual, customary, and reasonable charges.

## 10 FAM 022.2 Death Expenses

*(TL:PEC-01; 10-01-1999)*

In the event of the death of an exchange participant during coverage, ASPE will pay the actual charges for preparing and transporting to his or her former home (in accordance with applicable international requirements) the remains of any such participant who may die while away from their homes, but not to exceed $7,500.00.

## 10 FAM 022.3 Benefits Limitations

*(TL:PEC-01; 10-01-1999)*

ASPE does not cover the following:

(1) Benefits for loss due to a pre-existing condition. A pre-existing condition is any condition which:

(a) Had its origins (determined by medical staff as occurring prior to participant's coverage whether previously diagnosed or not);

(b) A Physician was consulted;

(c) Treatment or medication was received; or

(d) Would have caused any prudent person to seek medical advice or treatment prior to the covered person's effective date.

(2) Such injury or such sickness for which any benefits are provided by Worker's Compensation or occupational disease acts, welfare programs or any other valid and collectible insurance policy.

(3) Such injuries or such sickness contracted or sustained by the participant;

(a) While in active duty in military or naval service of any country at war, or

(b) Which is the result of, or is caused by, any act of war.

(4) Dental care, unless required by an accidental injury to the insured. Any claim for dental treatment will be rejected when not accompanied by proof of an accidental injury to the participant. However, the emergency alleviation of pain shall be covered herein subject to a $500.00 maximum limitation. Pyorrhea is a disease and falls under sickness expense benefits.

(5) Routine physical or any other examinations where there are no objective indications of impairment to normal health.

(6) Birth control expenses, including surgical procedures and devices.

(7) Eye examinations, fitting, and prescriptions. However, in the event eye glasses, contact lenses, and/or glass eye become broken or destroyed as the result of an accidental injury to the individual, the Bureau Insurance will pay claims for replacement of such eye glasses, contact lenses and/or glass eye as may be prescribed by an optometrist, oculist or ophthalmologist.

(8) Expenses incurred for the treatment of an injury or sickness after 52 weeks from the time of the injury or onset of the sickness.

# 10 FAM 023 COVERAGE PERIOD

*(TL:PEC-01; 10-01-1999)*

The period of insurance coverage for all participants is the period from the date a participant departs his or her home, during direct travel to the place of assignment and during participation in an exchange activity, until the time he or she returns home by the most direct route. This period includes any periods of academic recess during an academic year and any travel performed within the country of assignment during those periods or travel performed as an adjunct of a participant's study/research/teaching activity. Insurance coverage is not provided during an extended stopover or during diversionary travel while en route to or from the place of assignment or during an interruption in the exchange activity for personal reasons.

# 10 FAM 024 COVERAGE GUIDELINES FOR BUREAU PROGRAMS

## 10 FAM 024.1 International Visitor Program

*(TL:PEC-01; 10-01-1999)*

a. All International Visitors are provided coverage under ASPE. Escorts of international visitors are not covered by ASPE.

b. Voluntary Visitors to the United States are not covered by ASPE.

## 10 FAM 024.2 Academic Programs

*(TL:PEC-01; 10-01-1999)*

a. All U.S. and foreign Fulbright grantees whose grants are approved by the J. William Fulbright Foreign Scholarships Board are provided with ASPE coverage. Coverage is provided to these grantees regardless of the source of funding.

b. Fulbright grantees who are enrolled in a self-paid or a mandatory university or institutional health benefit plan are still covered by ASPE. However, they can obtain benefits from the ASPE only after their university or institutional plan benefits are exhausted. ASPE will cover these grantees during their travel from and return to their homes when this is necessary to ensure that there is no gap in coverage.

c. Academic Specialists traveling under Bureau grants to lecture or conduct consultations or symposia abroad are provided with ASPE coverage.

d. Hubert H. Humphrey Fellows are provided ASPE coverage.

e. Teacher Exchange participants are provided ASPE coverage. In "paired exchanges," in which participants exchange their classroom duties, the period of coverage extends from the earliest required departure date to the latest return date necessitated by any difference in the teaching years of the paired exchange participants.

f. Bureau-funded participants in American studies exchange programs, such as the American Studies Institutes program, are provided ASPE coverage.

g. English Teaching Fellows, EFL Fellows and English language specialists under Bureau direct grants or Bureau grants administered by a non-profit private organization are provided ASPE coverage.

h. Participants in "U.S. Based Training Programs" for educational advisors abroad are provided ASPE coverage.

i. Participants in academic exchange activities funded by Bureau grants to Cooperating Private Institutions (CPI's), when the specific participants are not approved by the Board of Foreign Scholarships are not provided ASPE coverage.

**Note:** Fulbright students, Fulbright lecturers/research scholars, Humphrey Fellows, and Teacher Exchange participants will provide a health clearance certificate, which must be filed at the post or with a Bureau Program Agency prior to the grant award.

j. Spouses and dependents are not provided ASPE coverage. See 10 FAM 022.6.

## 10 FAM 024.3 Citizen Exchange Programs

*(TL:PEC-01; 10-01-1999)*

a. The ECA Bureau provides Accident and Sickness insurance to foreign participants in exchange activities conducted by non-profit private sector organizations when the Bureau provides funding for the exchange and determines the participants. The Bureau also provides Accident and Sickness insurance to U.S. participants engaged in program activities conducted abroad by non-profit private organizations that receive funding from the Bureau for these activities.

b. The ECA Bureau provides ASPE coverage to participants in the Jazz Ambassador Program and the Cultural Specialist Program, beginning from time of departure for an activity abroad until direct return to point of origin.

## 10 FAM 024.4 Youth Exchange Programs

*(TL:PEC-01; 10-01-1999)*

a. U.S. and foreign participants in youth exchanges conducted by cooperating private organizations can be provided coverage under the Bureau's Accident and Sickness Program for Exchanges (ASPE) coverage if the Bureau provides the "primary funding" for the youth exchange, i.e., the Bureau provides at least 50% of the total funding for both program and administrative costs directly associated with the specific exchange, and Bureau funding is responsible for determining specifically who participates in the exchange. (A grant of funds to an organization as a contribution to the direct expenses of individuals who are also funded by other sources is not primary funding). Otherwise, the cooperating private organizations responsible for conducting the program are responsible for providing accident and sickness insurance coverage to Youth Exchange program grantees.

b. Participants in youth exchange programs for which the sponsoring organizations receive only facilitative funding from the Bureau are not provided ASPE coverage.

# 10 FAM 025 EMERGENCY BENEFITS

## 10 FAM 025.1 Medical Evacuation Coverage

*(TL:PEC-01; 10-01-1999)*

a. In the event that emergency Medical Evacuation (MEDEVAC) of an exchange participant is required because of a life-threatening situation and the participant does not have insurance to cover medical evacuation costs, the ASPE will pay the expenses of the medical evacuation. The participant's return airline ticket will be used for a portion of this expense.

b. Determination of what constitutes a medical emergency is made on a case-by-case basis. In the Bureau's view, each medical emergency is unique and it is impossible to establish a policy for all situations.

c. Paramount is the protection of the health of grantees, and the Bureau expects the post and the embassy to take whatever steps are necessary to ensure this. In general, the participant should be afforded the same treatment as any officer at the post. The Bureau's only requirement is that medical evacuation be the result of specific advice from an embassy-approved medical authority that the grantee's medical situation is life-threatening and that the medical evacuation is required.

d. As soon as possible after a medical evacuation is determined to be necessary, the post should contact the Bureau Office of the Executive Director and the appropriate program officer in the Bureau to explain the situation. The Office of the Executive Director needs to know the type of MEDEVAC arrangements required by the situation and an estimate of costs. The program officer can provide assistance with the notification of relatives, arrangements for the patient's reception in the United States, and arrangements regarding the grantee's professional commitments.

## 10 FAM 025.2 Emergency Medical Benefits

*(TL:PEC-01; 10-01-1999)*

a. Program officers in contract agencies or posts abroad/Fulbright Commissions must notify the Bureau program officer promptly when a grantee sustains an accident or illness which may result in costly medical treatment.

b. See 10 FAM 027.3 for claims procedures.

# 10 FAM 026 DEPENDENTS OF EXCHANGE PARTICIPANTS

*(TL:PEC-01; 10-01-1999)*

The ECA Bureau's ASPE coverage and the MEDEVAC procedure (see 10 FAM 022.5) do not apply to the spouse or dependent children of exchange program participants. Advise participants to purchase at their own expense health and MEDEVAC insurance for a spouse and dependent children.

# 10 FAM 027 PROCESSING CLAIMS

## 10 FAM 027.1 Claims Processor

*(TL:PEC-01; 10-01-1999)*

a. ECA contracts with a claims processor to provide medical claims adjudication expertise and to determine the legitimacy of each claim. ECA officials do not have the authority to guarantee verbally or in writing the payment of any medical expenses. All claims must be submitted on the ASPE claim form to the claims processor, who determines whether the claim is valid under Bureau coverage.

b. Bureau program officers should not deal with participants on the handling of medical claims when a Bureau Program Agency or Cooperating Private Institution is responsible for the participant. It is the responsibility of the Program Agency or Cooperating Private Institution to assist participants with claims preparation and communication with the claims processor.

c. All communications with posts, Program Agencies, Cooperating Private Institutions, or binational commissions on the status of hospitalized grantees must be coordinated with the Bureau's Office of the Executive Director (ECA/EX).

## 10 FAM 027.2 Coordinating Benefits

*(TL:PEC-01; 10-01-1999)*

Each participant must report on the claim form submitted to the claims processor any other health and accident insurance coverage which the participant may have, including any mandatory university or institutional plan. If the participant has health and accident insurance from another source, the Bureau pays medical expenses only after the other insurer pays its benefits in full.

## 10 FAM 027.3 Emergency Medical Claims

*(TL:PEC-01; 10-01-1999)*

a. A Bureau grantee may make claim for emergency medical benefits from appropriated funds, if during the period of a Bureau grant, a grantee incurs medical expenses which exceed $50,000 and if these expenses cannot be paid by other insurance or the grantee's personal funds. Bureau program officers are primarily responsible for ensuring that payment by the Bureau for such expenses is justified because the grantee cannot pay such expenses.

b. The Bureau program officer must obtain concurrence of the Program Office Director and the Bureau Executive Director when it is recommended that the Bureau pay emergency medical benefits.

c. Program officers, in contract agencies or posts abroad/Fulbright commissions, must ensure that immediately after medical services are rendered to the grantee, the grantee files a claim with the Department’s claims processor and with any other insurance carrier for benefits purchased by or for the grantee.

d. The Bureau program officer reviews the case and determines whether to recommend payment of a grantee's medical expenses as an emergency medical benefit. To recommend payment of such benefits, the program officer submits a memorandum requesting emergency medical benefits through the Division Chief and Program Office Director to the Bureau Executive Director. The memorandum must be accompanied by the following:

(1) Term of claimant's Bureau grant;

(2) Physician's description of case;

(3) Tabulation of payments made by insurance companies, if any, and/or the grantee;

(4) All medical bills related to the claim;

(5) A memorandum from the program agency/Fulbright Commission which justifies the payment of emergency medical benefits. The justification should indicate that the Emergency Medical Benefit claim has been discussed with the grantee and the grantee cannot cover these costs personally;

(6) Statement that there is no university or other insurance coverage and participant has no personal insurance or personal resources to pay the remaining medical bills; and

(7) A copy of each claim payment check from the claims processor.

e. The Bureau Office of the Executive Director reviews each request and considers the justification and availability of appropriated funds for the grantee's medical expense. If the request for emergency medical benefits is approved, ECA/EX will initiate payment of the claim and advise the program officer that the claim is being processed. If the request is denied, the program officer is notified, through the Office Director and Division Chief, with the reason(s) for denial.

# 10 FAM 028 AND 029 UNASSIGNED